

**VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
OCTOBER 19, 2010 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Contract for Cross Connection Control On-Site Inspections	<div style="display: flex; align-items: center;"> <div style="margin-right: 10px;">✓</div> <div> Resolution Ordinance Motion Discussion Only </div> </div>	Nan Newlon, P.E. Director of Public Works

SYNOPSIS

A motion is requested to authorize award of a contract to Backflow Solutions, Inc. of Alsip, Illinois for Cross Connection Control On-Site Inspections in the amount of \$126,721.44.

STRATEGIC PLAN ALIGNMENT

The Five Year Plan and Goals identified *Top Quality Village Infrastructure and Facilities*.

FISCAL IMPACT

The contract spans three fiscal years – FY10, FY11 and FY 12. The adopted FY10 budget provides \$45,000 in the Water Fund for services performed in 2010. The proposed contract for cross connection control on-site inspections would result in a total charge of \$14,621.70 in FY10. The contract is anticipated to be completed by the end of 2012 and funds will be included in 2011 and 2012 for the portions of the contract anticipated to be complete in each of these future years.

UPDATE & RECOMMENDATION

This item was discussed at the October 12, 2010 Village Council meeting. Staff recommends approval on the October 19, 2010 active agenda.

BACKGROUND

The Village is required to enforce sections of the Illinois Plumbing Code and Illinois Environmental Protection Agency rules that mandate the use of backflow prevention devices to eliminate cross connections. A cross connection is the point at which a non-drinking water substance could potentially come in contact with drinking water. For example, connections such as lawn irrigation systems, boilers, cooling towers or chemical aspirators can enable contaminants to enter potable (drinking) water lines via backflow. Backflow is the unwanted reverse flow of non-potable water back into the water system. Backflow can allow bacteria, chemicals or physical contaminants to enter the water system if cross connections are uncontrolled.

Periodic inspections of each non-residential property are required as part of the Village's overall backflow prevention program, ensuring that proper corrective actions are taken to eliminate cross connections. The work to be completed under the proposed contract involves utilizing a technical service provider to conduct cross connection control on-site inspections for all 1,586 non-residential locations in Downers Grove. Inspections would begin this year and continue through the end of 2012.

The contractor would be expected to observe, report, and notify properties of non-compliance. The contractor would not enforce any ordinances or regulations as Village staff are responsible for enforcement of all regulations and ordinances regarding cross connection control. On-site inspections

would be conducted by plumbing inspectors with valid Illinois State Plumbing Licenses and Illinois Cross Connection Control Device Inspector (CCDI) Licenses. These inspectors will identify, verify and inventory all existing backflow prevention devices and catalog information. The end result is a prioritized listing of all non-residential accounts where in the professional opinion of the contractor an appropriate backflow prevention device is warranted.

A Request for Proposals (RFP) seeking services from a qualified vendor to provide the cross connection control on-site inspections was issued in August in accordance with established procurement procedures. Two proposals were received with pricing information summarized in the table below.

Vendor	Cost Proposal	Cost Per Inspection
Backflow Solutions, Inc., Alsip, Illinois	\$126,721.44	\$79.90
Aqua Backflow, Inc., Elgin, Illinois	\$155,428	\$98

A staff team reviewed the RFP responses and recommends Backflow Solutions for this project. They have successfully completed similar work for the Villages of Oak Brook, Glenview and Lincolnwood as well as the City of Aurora. The key criteria utilized by staff in evaluating the proposals were experience, qualifications of assigned staff and the firm's approach to the project. Backflow Solutions is a technical services company specializing in cross connection control management.

ATTACHMENTS

Contract Documents

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REQUEST FOR PROPOSAL

Name of Proposing Company: Backflow Solutions, Inc.

Project Name: CROSS CONNECTION CONTROL ON -SITE INSPECTIONS
Proposal No.: RFP-0-24-2010/tt
Proposal Due: August 19 2010, 2:30 p.m.
Pre-Proposal Conference: NA

Required of All Proposers:

Deposit: No
Letter of Capability of Acquiring Performance Bond: No

Required of Awarded Contractor:

Performance Bond/Letter of Credit: No
Certificate of Insurance: Yes

Legal Advertisement Published: August 6, 2010
Date Issued: August 6, 2010
This document consists of 29 pages.

Return **original** and **two duplicate copies** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

THERESA H. TARKA
PURCHASING ASSISTANT
VILLAGE OF DOWNERS GROVE
801 BURLINGTON AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5530
FAX: 630/434-5571
www.downers.us

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The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Village Council reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and 2 additional paper copies of the total proposal. Upon formal award of the proposal, the successful Proposer will receive a copy of the executed contract.

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed proposals up to **August 19, 2010, 2:30 p.m.**
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: **Theresa Tarka**, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.4 All proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting proposal. Telephone, email and fax proposals will not be accepted.
- 1.5 By submitting this proposal, the proposer certifies under penalty of perjury that they have not acted in collusion with any other proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to our proposer's of record.
- 2.3 In case of error in the extension of prices in the proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any proposal including any proposer's travel or personal expenses shall be the sole responsibility of the proposer and will not be reimbursed by the Village.
- 2.5 The proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance

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with the requirements of the Contract Documents considered severally and collectively.

3. PRE- PROPOSAL CONFERENCE

3.1 A pre-proposal conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from proposers. This pre-proposal conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by proposers is strongly advised as this will be the last opportunity to ask questions concerning the proposal.

3.2 For those unable to attend the meeting, questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-proposal conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-proposal conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in the section titled "Addenda".

4. MODIFICATION OR WITHDRAWAL OF PROPOSALS

4.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of person authorized for submitting a proposal, provided that it is received prior to the time and date set for the bid opening. Telephone, email or verbal alterations of a proposal will not be accepted.

4.2 A Proposal that is in the possession of the Village may be withdrawn by the proposer, up to the time set for the proposal opening, by a letter bearing the signature or name of person authorized for submitting proposals. Proposals may not be withdrawn after the proposal opening and shall remain valid for a period of ninety (90) days from the date set for the proposal opening, unless otherwise specified.

5. SECURITY FOR PERFORMANCE

5.1 The awarded contractor, within thirteen (13) calendar days after acceptance of the proposer's proposal by the Village, shall furnish security for performance acceptable to the Village when required under the documents. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit on the form provided by the Village and available from the Village's Purchasing Manager. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. **NOTE: As evidence of capability to provide such security for performance, each proposer shall submit with the proposal either a letter executed by its surety company indicating the proposer's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the proposer.**

6. DELIVERY

6.1 All proposal prices are to be quoted, delivered F.O.B. Village of Downers Grove, 801 Burlington, Downers Grove, IL 60515.

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7. TAX EXEMPTION

- 7.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. Our federal identification will also be provided to selected vendor.

8. RESERVED RIGHTS

- 8.1 The Village of Downers Grove reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of proposal will not be waived.

II. TERMS AND CONDITIONS

9. VILLAGE ORDINANCES

- 9.1 The successful proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

10. USE OF VILLAGE'S NAME

- 10.1 The proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

11. SPECIAL HANDLING

- 11.1 Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the Proposer will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Proposer shall also notify the Village and provide material safety data sheets for all substances used in connection with this contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

12. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 12.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its Subcontractors.

13. NONDISCRIMINATION

13.1 Proposer shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this proposal, the Proposer certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

13.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

14. SEXUAL HARASSMENT POLICY

14.1 The proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 14.1.1 Notes the illegality of sexual harassment;
- 14.1.2 Sets forth the State law definition of sexual harassment;
- 14.1.3 Describes sexual harassment utilizing examples;
- 14.1.4 Describes the Proposer's internal complaint process including penalties;
- 14.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 14.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

15. EQUAL EMPLOYMENT OPPORTUNITY

15.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the

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performance of this contract, the Proposer agrees as follows:

- 15.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 15.1.2 That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 15.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.
- 15.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 15.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 15.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 15.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are

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undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

16. DRUG FREE WORK PLACE

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 16.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 16.2 Establishing a drug free awareness program to inform employee's about: (1) the dangers of drug abuse in the workplace; (2) the Village's or proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 16.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 16.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction from an employee or otherwise receiving actual notice of such conviction.
- 16.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 16.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

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- 16.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
- 17. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**
- 17.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Proposer agrees to comply with the Substance Abuse Prevention on Public Works Projects Act , 820 ILCS 265/1 *et seq* ,and further agrees that all of its subcontractors shall comply with such Act.. As required by the Act, Proposer agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.
- 18. PREVAILING WAGE ACT**
- 18.1 Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this contract. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website and use the most current DuPage County rate.
- 18.2 Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of labor and must be preserved for four (4) years following completion of the contract.
- 18.3 In the event this is a contract for a public works project, as defined in 820 ILCS 130/2, Proposer agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
- 18.4 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors must submit certified payroll records to the Village on a monthly basis. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class B misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this contract may be predicated upon receipt of said records.

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18.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Proposer's Certification.

18.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

19. PATRIOT ACT COMPLIANCE

The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

20. INSURANCE REQUIREMENTS

20.1 Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury of death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee

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Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions	\$2,000,000	Each Claim
(pursuant to section .9 below)	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

- 20.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis"
- 20.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 20.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 20.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 20.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers Grove, officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be ***Primary and Non-Contributory***.
- 20.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to

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do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insured required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Agreement pursuant to its terms.

- 20.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 20.9 Only in the event that the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 20.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 21. COPYRIGHT/PATENT INFRINGEMENT**
- 21.1 The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.
- 22. COMPLIANCE WITH OSHA STANDARDS**
- 22.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as

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appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

23. CERCLA INDEMNIFICATION

- 23.1 In the event this is a contract that has environment aspects, the Awarded Proposer shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Awarded Proposer, both before and after its disposal.

24. BUY AMERICA

- 24.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this contract, when financed by Federal funds (through a grant agreement or cooperative agreement).

- 24.2 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, an executed Buy America Certificate, attached hereto.

25. CAMPAIGN DISCLOSURE

- 25.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 25.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 25.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 25.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

26. SUBLETTING OF CONTRACT

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- 26.1 No contract awarded by the Village shall be assigned or any part sub-contracted without the written consent of the Village Manager. In no case shall such consent relieve the Awarded Proposer from their obligation or change the terms of the contract.

All approved sub-contracts shall contain language which incorporates the terms and conditions of this contract.

27. TERM OF CONTRACT

- 27.1 This contract may be extended no more than twice for subsequent annual periods (two annual extensions) by mutual agreement of both parties, providing such agreement complies with Village purchasing policies and the availability of funds. However, if this contract is not one that is subject to extension, such information will be available in the detailed specifications or special conditions section, supra.

28. TERMINATION OF CONTRACT

- 28.1 The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the Awarded Proposer, for any reason and/or in the event that sufficient funds to complete the contract are not appropriated by the Village.
- 28.2 The Village further reserves the right to terminate the whole or any part of this contract, upon ten (10) days' written notice to the Awarded Proposer, in the event of default by the Awarded Proposer. Default is defined as failure of the Awarded Proposer to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event that the Awarded Proposer fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those so terminated. The Awarded Proposer shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Awarded Proposer. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Awarded Proposer.

29. BILLING & PAYMENT PROCEDURES

- 29.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.
- 29.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the

Village of Downers Grove

Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

- 29.3 If this contract is for work defined as a “fixed public work” project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.

- 29.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

30. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

- 30.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

31. STANDARD OF CARE

- 31.1. Services performed by Proposer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.
- 31.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer’s failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer’s services for the Project.
- 31.3 For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contactor(s’) failure to perform its work in accordance with contract documents.

32. GOVERNING LAW

- 32.1 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

33. SUCCESSORS AND ASSIGNS

Village of Downers Grove

- 33.1 The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub Proposers.

34. WAIVER OF CONTRACT BREACH

- 34.1 The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

35. AMENDMENT

- 35.1 This Agreement will not be subject to amendment unless made in writing and signed by all parties.

36. CHANGE ORDERS

- 36.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties.

- 36.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original subcontract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

37. SEVERABILITY OF INVALID PROVISIONS

- 37.1 If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

38. NOTICE

- 38.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

Village of Downers Grove

And to the Proposer as designated in the Contract Form.

39. COOPERATION WITH FOIA COMPLIANCE

Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act . 5 ILCS 140/1 et.seq.

III. DETAILED SPECIFICATIONS

CROSS CONNECTION CONTROL ON-SITE INSPECTIONS

BACKGROUND: The Village of Downers Grove owns and maintains a water utility. The utility's roughly 50,000 customers are located within the Village of Downers Grove and surrounding unincorporated areas of DuPage County. The Village is required to enforce sections of the Illinois Plumbing Code and Illinois Environmental Protection Agency mandating the use of backflow prevention devices to eliminate cross connections.

SCOPE OF WORK: The Village of Downers Grove is seeking a reputable firm to complete isolation / containment inspections for non-residential properties that comply with:

Illinois Environmental Protection Agency (IEPA)
Title 35, Subtitle F, Chap II, Subpart H, Section 653.801-803
Illinois Department of Public Health
Illinois Plumbing Code – Section 890.1130

The contractor shall conduct physical inspections of each non-residential property, ensuring that proper corrective actions are taken to eliminate said cross connections.

The contractor shall observe, report, and notify properties of non-compliance. The contractor shall not enforce any ordinances or regulations. The Village of Downers Grove shall be solely responsible for enforcement of all regulations and ordinances regarding cross connection control.

The contractor shall notify, schedule, inspect, and document all 1,586 non-residential accounts (evenly distributed over the course of the contract period) wherein water is supplied by the Village of Downers Grove. The contractor shall submit to the Village an electronic monthly spreadsheet noting addresses, date of on-site inspections, and results of the survey. This is to ensure and verify that inspections are being performed evenly over the course of the contract. The on-site inspection shall:

1. Be conducted by plumbing inspectors with valid Illinois State Plumbing Licenses and Illinois Cross Connection Control Device Inspector Licenses. Inspectors shall also be certified as having taken Cross Connection Control: Survey & Inspection Courses at TREEO (University of Florida) or similar approved programs offered by USC (University of Southern California Foundation for Cross Connection Control and Hydraulic Research).
2. Identify and inventory or verify all existing backflow prevention devices, cataloging such information as device manufacturer, type, device serial number, size, installation connection, tester (if available), and last date tested (if available). A sample of the form to be used to collect said information shall be included with the proposal.

Village of Downers Grove

3. Identify, digitally photograph, and catalog all cross connections and potential cross connection hazards. Digital photographs shall be included as backup documentation.
4. Result in the preparation of a prioritized listing of all non-residential accounts wherein the professional opinion of the contractor an appropriate backflow prevention device is warranted. This will be accomplished by the generation and submittal to the Village of a non-compliance hazard report. The non-compliance hazard reports, site survey reports, etc. shall be submitted to the Village every thirty (30) days with the invoice.
5. Result in the proper written notification to all non-compliant accounts detailing why they are non-compliant and what action they will need to take to become compliant. A total of three (3) notices (maximum) will be sent for compliance.
6. Note any irregularities in the account's plumbing system (i.e. illegal connections prior to the Village's water meter.

CONTRACT ADMINISTRATION: After award of contract, all questions in regard to the administration of this contract will be directed to the Water Division Manager, the Director of Public Works, or their designee, who is responsible for the monitoring and verifying of work completed for payment under this contract. This will include directions as to the way in which the work is to be carried out.

PAYMENT FOR SERVICES: The Contractor shall invoice the Village on a monthly basis for work already performed and satisfactorily inspected. All invoice amounts will be at the agreed upon pricing set forth in the proposal.

TERM OF CONTRACT: The term shall be from award through December 31, 2010 for the first year, and such contract shall automatically renew for two (2) additional one (1) year terms under the same terms and conditions.

CONTRACTOR QUALIFICATIONS: The contractor shall be required before the award of any contract to show to the complete satisfaction of the Water Division Manager that it has the necessary facilities, ability and resources to provide the services specified herein in a satisfactory manner. The contractor shall be required to provide a detailed listing of key personnel to be involved in this project and a narrative for a minimum of five (5) projects of similar size and scope. The narrative shall include population size, number of non-residential connections inspected and the time frame in which tasks were completed. The Water Division Manager shall make reasonable investigations deemed necessary and proper to determine the ability of the contractor to perform the work. The Water Division Manager reserves the right to reject any proposal if the evidence submitted by, or investigation of, the contractor fails to satisfy the Water Division Manager that the contractor is properly qualified to carry out the obligations of the contract and to complete the work described herein.

Village of Downers Grove

VENDOR SELECTION: A technical review committee will evaluate proposals. Proposals shall clearly demonstrate the proposer's knowledge and overall plan to complete the scope of work. The proposer shall list methodology and a detailed, step-by-step plan as to how the proposed tasks will be accomplished. ***Do not restate the Village's scope of work.*** A minimum of 10 municipal references for whom similar backflow / cross-connection control related services have been completed is required. Final selection will be based on the evaluation of proposals unless it is deemed necessary by the committee to conduct interviews. The contractor determined best qualified to perform this project will be recommended to the Village Council for contract award. The Village of Downers Grove reserves the right to reject any and all proposals for any reason deemed appropriate by the Village.

The Village may conduct negotiations with the top vendor(s) if required to determine the acceptability of the proposal in regards to specifications, terms and conditions and cost; therefore, the proposal(s) submitted should contain the vendor's most favorable terms and conditions as well as cost with detailed specifications as proposed, since the selection and award may be made without discussion.

The Village will select the highest rated, fully qualified and best suited contractor to continue forward the project. Should the first selected vendor be unable to fulfill the terms of the contract, the Village reserves the right to enter into a contract with the 2nd selected vendor. If the Village does not find that any vendor meets the needs and requirements, the Village is not obligated to enter into agreement for these services.

QUESTIONS: All questions concerning the proposal shall be submitted in writing at least five working days prior to the proposal opening via fax or email to the attention of Theresa Tarka, (630) 434-5571 or ttarka@downers.us. A written response in the form of an addendum will be issued.

Village of Downers Grove

IV. PROPOSAL/CONTRACT FORM

*****THIS PROPOSAL WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award

BIDDER:

Backflow Solutions, Inc.
Company Name

Date: 8/11/2010

12609 S Laramie Avenue
Street Address of Company

stancampiano@backflow.com
Email Address

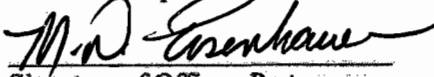
Alsip, IL 60803
City, State, Zip

Brad Stancampiano
Contact Name (Print)

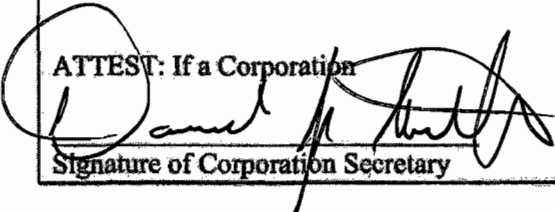
800-414-4990
Business Phone

800-414-4990
24-Hour Telephone

888-414-4990
Fax


Signature of Officer, Partner or
Sole Proprietor

Michael D. Eisenhauer, President
Print Name & Title

ATTEST: If a Corporation

Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Title

Signature of Village Clerk

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: Backflow Solutions, Inc.

ADDRESS: 12609 S Laramie Avenue

CITY: Alsip

STATE: Illinois

ZIP: 60803

PHONE: 800-414-4990 FAX: 888-414-4990

TAX ID #(TIN): 37-1457245

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: Backflow Solutions, Inc.

ADDRESS: P.O. Box 246

CITY: Worth

STATE: Illinois ZIP: 60803

TYPE OF ENTITY (CIRCLE ONE):

- | | |
|----------------------|---|
| Individual | Limited Liability Company -Individual/Sole Proprietor |
| Sole Proprietor | Limited Liability Company-Partnership |
| Partnership | Limited Liability Company-Corporation |
| Medical | <u>Corporation</u> |
| Charitable/Nonprofit | Government Agency |

SIGNATURE: M. J. Eisenhauer

DATE: 8/11/2010

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to RFP-0-24-2010/tt, proposer Backflow Solutions, Inc. hereby certifies
(Name of Project) (Name of Proposer)
the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. Proposer certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract. Proposer certifies that proposer and any subcontractors working on the project are aware that filing false payroll records is a class B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the proposer, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
4. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
5. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 2 of 3)

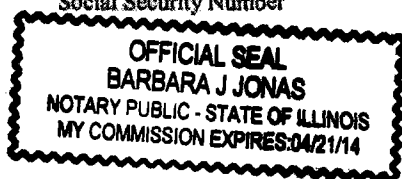
Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: Michael D. Eisenhauer
Proposer's Authorized Agent

3 7 - 1 4 5 7 2 4 5

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number



Subscribed and sworn to before me
this 11th day of August, 2010.

Barbara J. Jones
Notary Public)

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of Backflow Solutions, Inc., and the full names of its Officers are as follows:

President: Michael D. Eisenhauer

Secretary: Donald J. Smith

Treasurer: _____
and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Partnership

Signatures and Addresses of All Members of Partnership:

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 3 of 3)

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the state of _____.

(c) Sole Proprietor

The Supplier is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the state of _____.

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract?

Insurer's Name DS & P

Agent Steve Pohl

Street Address 1530 E. Dundee Road

City, State, Zip Code Palatine, IL 60074

Telephone Number (847) 934-6100

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: Backflow Solutions, Inc.

Print Name and Title of Authorizing Signature: Michael D. Eisenhauer

Signature: 

Date: 8/11/2010

Apprenticeship and Training Certification

(Does not apply to federal aid projects. Applicable only to maintenance and construction projects that use Motor Fuel Tax funds or state grant monies)

Name of Proposer: _____

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the proposer certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the proposer will perform with its own forces. The proposer further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Illinois Department of Labor, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The proposer shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the proposer is a participant and that will be performed with the proposer's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The proposer is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. Return this with the bid.**

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract.

Print Name and Title of Authorizing Signature: _____

Signature: _____

Date: _____

Village of Downers Grove

BUY AMERICA CERTIFICATION

Certification requirement for procurement of steel, iron, or manufactured products when Federal funds (Grant Agreement or Cooperative Agreement) are used.

Instructions:

Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response.

Special Note: Make sure you have signed only one of the above statements – either Compliance OR Non-Compliance (not both).

Certificate of Compliance

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1), as amended, and the applicable regulations in 49 CFR Part 661.

Signature

M. D. Ehrenbaum

Company Name Backflow Solutions, Inc.

Title President

Date 8/11/2010

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), as amended, and 49 C.F.R. 661, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature _____

Company Name _____

Title _____

Date _____

AFTER THIS CERTIFICATE HAS BEEN EXECUTED, A BIDDER MAY NOT SEEK A WAIVER.

Note: The U.S./Canadian Free Trade Agreement does not supersede the Buy America requirement.

Village of Downers Grove

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00 contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the bidder certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the bidder is unable to certify to any of the statements in this certification, bidder shall attach an explanation to this certification.

Company Name: Backflow Solutions, Inc.

Address: 12609 S Laramie Avenue

City: Alsip Zip Code: 60803

Telephone: (800) 414-4990 Fax Number: (888) 414-4990

E-mail Address: stancampiano@backflow.com

Authorized Company Signature: 

Print Signature Name: Michael Eisenhauer Title of Official: President

Date: 8/11/2010

Village of Downers Grove

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

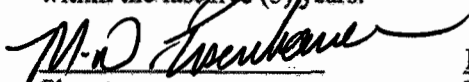
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

☒ Bidder/vendor has not contributed to any elected Village position within the last five (5) years.


Signature

Michael D. Eisenhauer
Print Name

☐ Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name



Village of Downers Grove
Proposal for
Cross-Connection Control On-Site Inspection Services
RFP-0-24-2010/tt

August 19, 2010

Prepared By





BSI Philosophy:

BSI is committed to providing exceptional service with respect to municipal cross-connection control management.

We are solely dedicated to ensuring that the safe and clean water our municipal customers work so hard to provide to their citizens retains its integrity by remaining free of the hazards and dangers associated with unprotected cross-connections.

We are constantly looking for ways to improve our services and methodologies for the benefit of our customers.

Narrative of Services



Narrative of Services

Backflow Solutions, Inc (BSI) is uniquely qualified to successfully conduct the Village of Downers Grove's cross-connection control / backflow inspections. Our knowledge of the backflow industry is unsurpassed. The President of BSI is the co-author of the Illinois Environmental Protection Agency (IEPA) Cross-Connection Control Handbook, off of which many of the State regulations pertaining to cross-connections are based.

BSI has over a decade of experience managing municipal programs, amounting to over 2 million water customers serviced. We work diligently to specifically meet the individual needs and requirements of any given municipality. The following narrative of services is structured to expound on BSI's methodology and logistical blueprint for conducting the 1,586 non-residential inspections as detailed in RFP-0-24-2010/tt.

The following narrative is divided into sections that detail inspections, customer notification process, reporting and cost.

Inspections

Prior to BSI beginning the actual inspections, we will meet directly with the appropriate Village staff to go over the process and make sure all parties are on the same page. Our goal is to make sure both the Village and each of its water customers meet all State and local requirements pertaining to backflow / cross-connections and to ensure that the Village's water supply remains protected.

Below is a description of our how BSI will conduct inspections.

Staff: BSI employs CCCDI licensed backflow inspectors and TREEO certified personnel. Each of our inspectors has extensive experience performing cross-connection control inspections for municipalities. We have performed over 15,000 cross-connection control inspections over the past decade. Our inspectors take whatever time is necessary to answer any questions that customers may have during the inspection.

Methodology: BSI has purposely established a well-qualified in-house inspection team so that our inspection results can maintain consistency and integrity. A common pitfall when performing inspections is to sub contract inspection work, as different methodologies can lead to varying requirements. Likewise, having a water customer contract with their own independent plumber to produce an inspection can yield inconsistent and incorrect results. All BSI inspections are designed to comply with the provisions laid out in both the Illinois Environmental Protection Agency Title 35 and Illinois Depart of Public Health Plumbing Code.



Time Frame: Inspections are to be completed over a twenty six (26) month period. BSI will evenly divide the inspections over the course of each year, allowing an open section at the end of the contract to inspect new properties or properties with a change in occupancy. All water customers are notified in advance, via U.S. mail that an inspection will be taking place during normal business hours over the next 30 days. Accommodations are made to accommodate water customer schedules when necessary.

Inspection Process: Each inspection will consist of the following:

Survey for existing assemblies: BSI will inventory all existing backflow assemblies located at a given property, cataloging all pertinent information; including each assembly's serial #, size, manufacturer, model #, location, hazard, tester of record and last date tested. Where no current test report exists, BSI will deem the assembly to be overdue for testing, and will require the assembly to be tested per the final inspection report. Assemblies with current test reports are considered in compliance, and an annual test date corresponding with their previous test date will be established on the inspection report.

Inspect for potential cross-connections: BSI will thoroughly inspect each non-residential property for potential cross-connections. Where unprotected cross-connections or illegal connections exist, BSI will specify corrective actions, such as specifically which type of backflow assembly should be installed. A list of all required remediation is contained on the inspection report. Any noticeable irregularities in the system will also be noted at this time.

Photographs of cross-connections: BSI will digitally photograph actual and potential cross-connections where corrective action is deemed necessary. These photographs will be imported into the Downers Grove database.

Exhibit A shows a screen capture from the BSI operating system, which displays our proficiency in being able to identify and attach photos of potential cross-connections to specific accounts in our system.

Inspection Reports: BSI has developed a custom inspection form to be utilized by BSI CCCDI Inspectors when performing physical inspections of properties.

Exhibit B shows the inspection form developed by BSI. The form is constructed to include sections for the inspector to a) inventory existing backflow assembly data and b) specify required corrective actions, such as the installation of backflow assemblies.

Each inspection form is ultimately sent to the water customer, along with a cover letter.

Please see Appendix for Exhibits



Customer Notification & Program Documents

BSI makes every effort to keep your customer's notified and informed at all stages of the inspection process. The following is a breakdown of the customer notification process.

Initial Notification: All water customers receive an initial notification approximately 2-4 weeks prior to their property being inspected. Customers are informed that the inspection will take place during normal business hours and accommodations are made to accommodate water customer schedules when necessary.

Inspection Results: All water customers are notified with inspection results, regardless of whether or not a cross-connection was found. Each water customer receives a detailed inspection report, as well as a cover letter that informs the customer that a) no cross-connections were found, b) cross-connections were found but the customer is in compliance with testing or c) cross-connections were found and the customer must complete required corrective actions.

Exhibit C is a cover letter used if a property requires corrective actions (i.e. untested backflow assemblies or backflow assemblies that need to be installed).

Exhibit D is a cover letter used if existing backflow assemblies are discovered, but the customer is in compliance with annual testing.

Exhibit E is a cover letter used if no potential cross-connections are found.

Please see Appendix for Exhibits

Water customers requiring corrective actions receive multiple notices to attain compliance. This also includes a notice sent directly to the Village in the event that compliance is not reached under the specified time frames.

All notifications also direct the water customers to BSI for any questions. Our friendly staff is well trained in both customer service and Illinois backflow regulations.

Reporting

BSI will supply the Village with a monthly report listing all properties inspected, and specifically highlighting properties in need of corrective actions.

Monthly non-compliance reports are also sent to the Village to summarize water customers that have exceeded the allotted time frame for compliance.

All records pertaining to the Village of Downers Grove's backflow / cross-connection inspections are the property of the Village and are available upon request.



Cost

The cost to perform physical inspections of all 1,586 non-residential water connections for the Village of Downers Grove is as follows:

Total: \$126,721.44

The total cost can be broken down into 26 monthly payments of **\$4,873.90**

Final Summary

To summarize, BSI will perform all 1,586 non-residential backflow inspections over a 26 month period. Inspection reports and notifications will be sent to each water customer inspected, and monthly reports will be supplied to the Village. All notifications are sent by BSI via U.S. mail.

BSI believes that a little education goes a long way and that overall compliance with State and local regulations pertaining to backflow / cross-connections is the ultimate goal of this endeavor. All water customers are directed to BSI to answer any and all questions they may have regarding each step of this process. BSI also works very closely with each customer to explain the applicable reasoning and code behind any corrective actions required and to establish a plan of action that will allow the water customer to meet all requirements. This concludes the Narrative of Services section.

Qualifications & Experience



Qualifications and Experience

The following is a narrative detailing the overall qualifications of Backflow Solutions, Inc (BSI) as a whole, as well as the qualifications and accomplishments of key personnel within the company.

Company Overview

Backflow Solutions, Inc (BSI) is an Illinois based company, with offices across the country, and is singularly established to develop and maintain municipal cross-connection control programs (including such services as inspections and ordinance development). Over the past decade, BSI has proudly serviced over 2 million water customers through our management of municipal programs. We have inspected over 15,000 water connections and currently maintain records for over 21,000 backflow assemblies.

We currently administer cross-connection control programs nationwide. Our resume of cross-connection services provided includes programs and services in States such as Illinois, California, Florida, Michigan, Texas and Mississippi. Our programs are developed to specifically meet the needs of the individual municipality. We have written a multitude of policy manuals and have assisted in writing the ordinances for numerous municipalities.

Key Personnel

The Backflow Solutions, Inc (BSI) Team has been assembled from industry professionals. Each of the key personnel were hand picked based on criteria such as knowledge and experience, with the goal of producing a collective team that would be able to meet all the needs of a municipal backflow program. BSI is run by the following key individuals:

Michael Eisenhauer
Donald Smith
Brett Scharpenter
Brad Stancampiano
Jody Hill

These individuals will be the principles in implementing and administering the Village of Downers Grove's cross-connection control / backflow inspection program

Michael Eisenhauer is the President and co-founder of BSI. He is the Co-Author of the Illinois Environmental Protection Agency (IEPA) Cross-Connection Control Handbook as well as a founding member of the American Backflow Prevention Association. He is also a licensed plumber and a certified Cross-Connection Control Device Inspector.

Donald Smith is the Secretary and co-founder of BSI. He holds a Level IV Senior Engineering Technician Certification from the National Institute of Certification for Engineering Technicians (NICET) in Fire Protection.



Brett Scharpenter is the Vice President of Development for BSI. He is University of Florida TREEO certified in Cross-Connection Control Program Management and has over 31 years in administrative management, product management and consultative services, specifically related to backflow and fire protection equipment.

Michael, Donald and Brett are the driving force behind BSI, shaping policy and procedure, as well as handling executive decisions. Their experience and knowledge with regard to the backflow and plumbing / fire protection industries is second to none. They are uniquely qualified to interpret and implement all Florida Department of Environmental Protection (FDEP) regulations pertaining to cross-connection control.

Brad Stancampiano is the Executive Vice President of BSI. He holds a Master's in Business Administration (MBA) from the University of South Florida. He also has a degree in Business Management from the University of Florida, and is University of Florida TREEO certified in both Cross-Connection Control Program Management and Surveys and Inspections. Brad has over 6 years experience in cross-connection control administration and quality control compliance.

Jody Hill is the Director of Operations for BSI. He has a degree in Mechanical Engineering from the University of Southern Mississippi. He is University of Florida TREEO certified in both Cross-Connection Control Program Management and Surveys and Inspections. Jody has over 10 years experience in cross-connection control operations management and is also a former water operator.

The Village's direct line of communication will be with Brad Stancampiano.

Brad and Jody oversee the day to day operations of BSI, including all services specified in the bid package. Additional BSI staff includes:

Inspectors: All physical, onsite inspections and surveys will be performed by BSI inspectors. BSI employs a seasoned and qualified staff, as each BSI inspector individually possesses an extensive record of experience in conducting cross-connection control inspections. All BSI inspectors are also licensed plumbers with cross-connection control device inspector credentials.

A specific distinction that makes BSI the most successful cross-connection control management company in the country is that we do not subcontract our inspection services. This in-house approach ultimately makes for a more cohesive end product, producing inspections that are consistent and accurate.

Customer Service: BSI maintains a well-qualified and courteous customer service department. All BSI customer service staff are well versed in IEPA regulations and are able to answer technical questions from both water customers and testing companies. Our staff also manually enters and verifies each backflow test report to check for missing information or inconsistencies. Our staff is always available to answer questions and we offer an emergency contact line if needed.



IT Department: BSI has a full time Information Technologies (IT) Department. The head of the IT department is Dave Kruckowski. Dave has over 10 years experience maintaining computer related equipment and networks, assuring uninterrupted data management.

A complete list of all applicable BSI personnel and their qualifications are attached for your review

Experience

The following examples illustrate BSI's ability to implement and manage effective cross-connection control programs, as well as our ability to meet and resolve various challenges that arise along the way.

Village of Lincolnwood, IL: BSI currently administers Lincolnwood's cross-connection control program, including both non-residential and residential components. Inspections, as well as mail and site surveys, have been successfully conducted, identifying many unprotected cross-connections. As the backflow requirements on residential properties began, residents were initially confused and apprehensive. BSI was able to resolve this issue through public education, including additional informational mailings and by attending numerous town hall meetings to address concerns and questions. Lincolnwood now boasts an impressive compliance ratio for both residential and non-residential properties. Approximately 1,500 inspections and re-inspections over a 5 year period. Population: 12,000

City of Aurora, IL: BSI administered a full, turn-key backflow program from 2004-2009, including the inspection of approximately 3,000 non-residential connections. During that time period, BSI was able to locate triple the amount of backflow assemblies and areas of remediation needed that the City was aware of prior to 2004. The annual testing for the City also rose from 50% compliance to over 90% compliance annually. Aurora currently utilizes the BSI Online tracking system for annual tracking and is able to perform incremental inspections in-house now that they have a well structured program. Approximately 3,000 inspections conducted over 5 years. Population: 172,000

Village of Oak Brook, IL: BSI has run a full, turnkey program in Oak Brook for the past 7 years including both inspections and tracking. One of the key challenges with administering Oak Brook's program is being able to correctively identify selective properties in neighboring Oak Brook Terrace that are serviced by Oak Brook. This requires BSI to closely monitor new test reports submitted to ensure that they, in fact, represent water connections serviced by Oak Brook and to continually re-inspect selected properties as water service lines are frequently redistributed. This is an issue not independent of Oak Brook, and is a challenge that most municipalities face through the course of managing an effective cross-connection control program. Approximately 1,500 inspections and re-inspections over 7 years. Population: 9,000 (however, the Village of Oak Brook is home to many large corporations, including McDonald's. Day time population is closer to 100,000).



Village of South Elgin: BSI has been managing the backflow program in South Elgin since 2004, including both inspections and tracking. The past decade has been a period of extensive growth for South Elgin, resulting in a combination of inspections focusing on new construction and retrofitting older plumbing systems. South Elgin aggressively enforces both remediations and annual testing, resulting in an average 98% compliance ratio. Approximately 1,200 inspections conducted over 6 years. Population: 21,000

City of Lansing, MI: BSI provided expert analysis of the practices employed by Lansing as pertaining to their cross-connection control program. This included analyzing current practices and comparing them with industry standards and state regulations. We provided designated cross-connection control inspections for over 500 connections within the City (plus return visits for additional inspections). Lastly, we trained municipal staff as to how to run an effective in-house program, including backflow software training. Approximately 1,000 inspections over various time frames. Population: 113,000.

Insurance

A certificate of insurance is enclosed.

This concludes the narrative of Qualifications and Experience. Additional examples can be provided upon request.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/3/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DS&P Insurance Services, Inc. 1530 E Dundee Rd. 2nd Floor Palatine IL 60074	CONTACT NAME: J Stephen Pohl PHONE (A/C No. Ext): (847) 934-6100 FAX (A/C No.): (847) 934-6186 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 20782														
INSURED Backflow Solutions, Inc. 12607 S. Laramie Ave. Alsip IL 60803	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC#</th></tr></thead><tbody><tr><td>INSURER A: Westfield Insurance Company</td><td>24112</td></tr><tr><td>INSURER B: Westchester Surplus Lines Ins.</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: Westfield Insurance Company	24112	INSURER B: Westchester Surplus Lines Ins.		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: Cert ID 7471

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		TRA5061356	1/1/2010	1/1/2011	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 500,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COM/PROP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COM/PROP AGG	\$ 2,000,000		\$
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A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		WCP5061357	1/1/2010	1/1/2011	<table border="1"><tr><td><input checked="" type="checkbox"/> WC STATUTORY LIMITS</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER																			
E.L. EACH ACCIDENT	\$ 1,000,000																			
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E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																			
B	Professional Liab		G24004880003	1/1/2010	1/1/2011	<table border="1"><tr><td>Prof Limit \$2,000,000/occ</td><td>\$2,000,000/aggregate</td></tr></table>	Prof Limit \$2,000,000/occ	\$2,000,000/aggregate												
Prof Limit \$2,000,000/occ	\$2,000,000/aggregate																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Cross Connection Control On-Site Inspections

Additional Insureds with respects to General Liability and Auto Liability when required by written contract: The Village of Downers Grove, officers, officials, employees and volunteers. General Liability and Auto Liability are on a Primary and Non-Contributory basis when required by written

CERTIFICATE HOLDER**CANCELLATION**

Village of Downers Grove 801 Burlington Avenue Downers Grove IL 60515	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE </p>
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DESCRIPTION OF OPERATIONS SECTION CONTINUED

DATE
9/3/2010

CERTIFICATE HOLDER:

Village of Downers Grove

801 Burlington Avenue

Downers Grove IL 60515

INSURED:

Backflow Solutions, Inc.

12607 S. Laramie Ave.

Alsip IL 60803

DESCRIPTION OF OPERATIONS CONTINUED:
contract.

A Waiver of Subrogation applies to Workers' Compensation (as required by written contract), is in favor of The Village of Downers Grove

Qualifications of Key BSI Personnel and Project Team:

Michael D. Eisenhower – President

Credentials:

Co-author of Illinois EPA Cross-Connection Control Handbook
Cross-Connection Control Instructor- Southern Illinois University
Certified Cross-connection Control Inspector – Illinois EPA
Certified Cross-connection Control Inspector – State of Wisconsin
Founding member and former officer of the American Backflow Prevention Association
Founder of Illinois Chapter of the American Backflow Prevention Association

Experience:

Licensed Plumber Plumbing, License, 14478
Certified Cross-Connection Control Device Inspector/Tester – Illinois EPA CCCDI License XC0033

Donald J. Smith – Secretary

Credentials:

Certified Level IV Senior Engineering Technician – National Institute of Certification for Engineering Technicians In Fire Protection
Former Chairman, Northern Illinois Fire Sprinkler Association (NFSA)

Experience:

Prior Owner of Carlin Fire Protection – 12 years

Brad Stancampiano – Executive Vice President

Credentials:

University of South Florida, MBA
University of Florida, BS Management & Marketing
University of Florida TREEO, Certified Cross Connection Control Program Manager
University of Florida TREEO, Certified Cross Connection Control Survey and Inspections

Experience:

(5) Years Cross Connection Control administration and quality control compliance

Brett Scharpenter – Vice President Development

Credentials:

University of South Texas (Formerly Del Mar College) and Elgin College, Business/Marketing
University of Wisconsin Madison, Dept of Engineering, Fire Protection Systems
University of Wisconsin Madison, Cross Connection Control
University of Florida TREEO, Certified Cross Connection Control Program Manager
NFPA-20 National Technical Standards Committee Member Effective 2006
Former Vice- President Illinois Fire Prevention Association

Experience:

(31) Years product management, consulting, market development, and administrative management for backflow equipment, pumps, motor controls, hydraulic equipment, and fire protection equipment.



Qualifications of Key BSI Personnel and Project Team: (continued)

Jody Hill - Director of Field Operations

Credentials:

University of Southern Mississippi, BSME

University of Florida TREEO, Certified Cross Connection Control Program Manager

University of Florida TREEO, Certified Cross Connection Control Survey and Inspections

Certified Cross Connection Control Inspector- Multiple States

Experience:

(10) Years CCC operations management and former water operator

Dave Kruckowski – Information Technology Department (full time I.T. dept. staff)

Credentials:

ITT Tech Certification Electronics

MicroTech Training Center, certified A+, Net+, and Linux +

Microsoft Training Center, MCSE,

Experience:

(22) Years setting up networks, maintaining computer related equipment, debugging software/hardware issues to assure non-interrupted data management.

Steve Ranieri – Inspector

Credentials:

State of Illinois Plumbing License, 058-120 700

IEPA CCCDI license, XC0236 issued 3/14/86 Southern Illinois University ERTC Program

President American Backflow Prevention Assoc. IL Chapter 1990-1991

University of Wisconsin Madison, Cross Connection Control Program

Owned and sold Aqua-Tech Backflow Prevention Inc. Specializing in Cross Connection Control (18) years

USMC-1969-1971 Vietnam Vet Honorable Discharge

Experience:

(21) Years experience exclusively devoted to Cross Connection Control Inspections

Charles Ciolino – Inspector

Credentials:

State of Illinois Plumbing License, 15992

IEPA CCCDI License, XC1938

Past President, current Vice President, Illinois Chapter American Backflow Prevention Association

First Vice President, Illinois Plumbing Inspectors Association Great Lakes Chapter

Experience:

(31) Years as a full time plumbing inspector and building inspector for various municipalities specializes in cross connection control.



References

The following is a list of references and contact information. The customers listed are current, unless otherwise noted. Additional references will be provided upon request.

City of Aurora, Illinois 2005-current

Services provided: Complete cross-connection control program management, including inspections and backflow assembly tracking.

Contact Information: Daryl Devick
44 E Downer Pl
Aurora, IL 60507
630-844-3621
DDevick@aurora-il.org

Village of Lincolnwood, Illinois 2005-current

Services provided: Complete cross-connection control program management, including inspections and backflow assembly tracking.

Contact Information: Manuel Castaneda
6900 N Lincoln Ave
Lincolnwood, IL 60712
847-675-0888
Mcastaneda@lwd.org

Village of Oak Brook, Illinois 2003-current

Services provided: Complete cross-connection control program management, including inspections and backflow assembly tracking.

Contact Information: Pat Toland
1200 Oak Brook Rd
Oak Brook, IL 60523
630-368-5286
ptoland@oak-brook.org

Village of South Elgin, Illinois 2004-current

Services provided: Complete cross-connection control program management, including inspections and backflow assembly tracking.

Contact Information: Dan Mann
735 Martin Dr
South Elgin, IL 60177
847-695-2742
dmann@southelgin.com

City of Lansing, Michigan 2003-2005

Services provided: Initial round of 500 cross-connection inspections for high-hazard facilities. BSI has made additional visits to Lansing, to conduct inspections as requested, and to train municipal staff in performing in-house inspections and in effectively running a backflow tracking program.

Contact Information: Bill Bouchaine
1100 S Pennsylvania
Lansing, MI 48912
517-702-6800
wdb@lbwl.com

Village of Glenview, Illinois 2009-current

Services provided: Complete cross-connection control program management, including inspections and backflow assembly tracking.

Contact Information: Jerry Burke
1333 Shermer Rd
Glenview, IL 60026
847-904-4525
jburke@glenview.il.us

Village of Huntley, Illinois 2002-current

Services provided: Complete cross-connection control program management, including inspections and backflow assembly tracking.

Contact Information: Jim Schwartz
10987 E Main St
Huntley, IL 60142
847-669-3450
jschwartz@huntley.il.us

City of El Paso, Texas 2004-2009

Services provided: BSI was responsible for managing the backflow tracking program for El Paso, including ensuring all backflow assemblies were tested annually in accordance with TCEQ regulations, verification of all test reports, complete customer service and overall consulting on all backflow related issues. At the completion of BSI's 5 year contract with El Paso, we were accurately tracking approximately 9,000 backflow assemblies.

Contact Information: Ed Fierro
209 N Lee St
El Paso, TX 79901
915-594-5595
efierro@EPWU.org

Village of Norridge, Illinois 2009 – current

Services provided: BSI has administers Norridge's backflow assembly tracking program using the BSI Online system. Also provided consultation and training for backflow inspections.

Contact Information: Joe Spain
4000 N Olcott Ave
Norridge, IL 60706
708-906-9033
jspain@villageofnorridge.com

Village of Orland Park, Illinois 2009-current

Services provided: BSI has administers Orland Park's backflow assembly tracking program using the BSI Online system

Contact Information: John Ingram
15655 Ravinia Ave
Orland Park, IL
708-403-6350
jingram@orland-park.il.us

City of St. Clair, Michigan 2008 - current

Services provided: Complete cross-connection control program management, including inspections and backflow assembly tracking.

Contact Information: Keith Eisen
547 N Carney
St Clair, MI 48079
810-329-5276
scwaterplant1200@sbcglobal.net

Appendix

(Contains Exhibits A - E)



Picture List

Item Name	Date	Type
024_24.JPG	07/23/2009	Document
019_19.JPG	07/23/2009	Document
006_6.JPG	07/23/2009	Document

Title: 019_19.JPG
 Date: 07/23/2009 Doc Ext: JPG
 Size (Cmp): 374.00 kb Size (Raw): 374.00 kb
 Item Type: Document

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 Facility : 07/23/2009

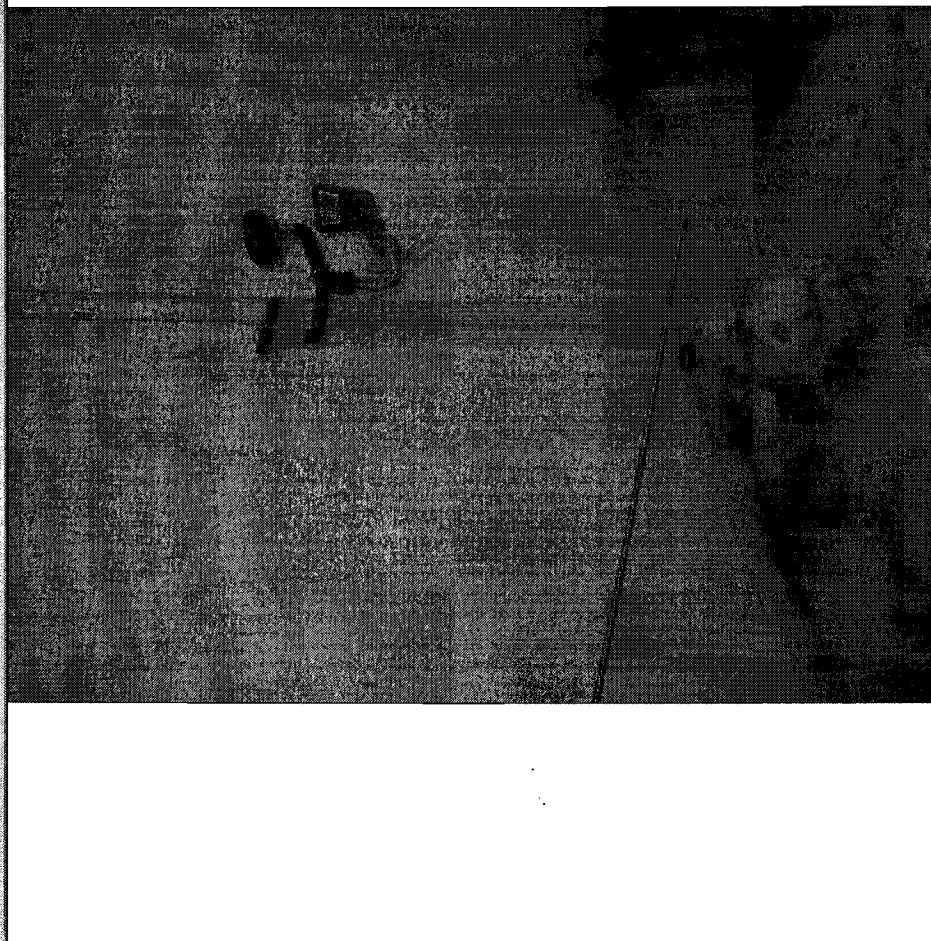
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Cross-Connection Control Survey / Inspection Report

Public Water Supply VILLAGE OF DOWNERS GROVE

Mailing Information

Mailing Name: VILLAGE OF DOWNERS GROVE
Mailing Address 801 BURLINGTON AVE
City, State, Zip DOWNERS GROVE, IL 60515
Contact THERESA H. TARKA
Telephone 630-434-5530

Facility Information

Facility Name DOWNERS GROVE PUBLIC WORKS BLDG
Service Address 5101 WALNUT AVE
Account Number VOG123
Service Contact JOHN SMITH
Service Telephone 630-434-5460

EXISTING BACKFLOW PREVENTION ASSEMBLY INFORMATION:

	Size	Type	Manufacturer	Model	Serial #	Location	Due Date
1	2"	RP	WATTS	909	445566	SPRINKLER RM, NE CORNER OF BLDG	09/04/10
	Hazard / Cross Connection <u>DOMESTIC WATER AT METER</u>						
2							
	Hazard / Cross Connection _____						
3							
	Hazard / Cross Connection _____						
4							
	Hazard / Cross Connection _____						

REQUIRED CORRECTIVE ACTIONS AND COMMENTS:

EXISTING BACKFLOW ASSEMBLIES ARE IN COMPLIANCE AND WILL BE DUE FOR ANNUAL INSPECTION BY DUE DATES INDICATED

1) REPLACE EXISTING 6" SINGLE CHECK ON FIRE PROTECTION SYSTEM, WITH A 6" DCDA, AMES 3000SS OR APPROVED

EQUIVALENT. ANY CHANGES TO A FIRE PROTECTION SYSTEM MAY REQUIRE NEW HYDRAULIC CALCULATIONS. PLEASE

CONSULT WITH YOUR FIRE SPRINKLER CONTRACTOR.

INSPECTOR RANIERI, # 0236

INSPECTION DATE 7/28/2010

Any corrective action necessary to achieve compliance with Village of Downers Grove Cross Connection Control Program may require the plumbing contractor to secure a plumbing permit. Please have your contractor consult with the Village of Downers Grove Building Department to determine if this is necessary prior to any work being performed.

Exhibit C
Inspection Cover Letter
Corrective Action Needed

**Village of Downers Grove
Cross-connection Control Program
P.O. Box 246
Worth, IL 60482**



August 4, 2010

THERESA H. TARKA
VILLAGE OF DOWNERS GROVE
801 BURLINGTON AVE
DOWNERS GROVE, IL 60515

RE: Cross-Connection Control Survey/Inspection Report
Water Account # VOG123 at DOWNERS GROVE PUBLIC WORKS, 5101 WALNUT AVE,
DOWNERS GROVE, IL

Dear Water System Customer:

The Cross-Connection Control Survey/Inspection of the above referenced facility, as required by State and local regulatory authority, has been completed. Enclosed is a copy of the report. The corrective action(s) listed on the report must be completed not later than **November 2, 2009**. Please contact a licensed and registered plumbing contractor to have these corrections performed. **After the corrective actions have been performed, please have the results forwarded to Backflow Solutions, Inc. (BSI), PO Box 246, Worth, Illinois 60482 or faxed to 1-888-414-4990.**

All manufacturers make and model numbers are for reference only. Approved equivalents can be used.

Failure to comply with Illinois regulations and the Village of Downers Grove cross-connection control policy may result in the interruption of water service to this account.

All customers should install hose-connection vacuum connections (Watts 8A or equivalent) on all unprotected threaded hose connections on their property. These relatively inexpensive devices are available from most plumbing supply businesses and will help protect the public water supply, as well as your internal plumbing system, from potential contamination.

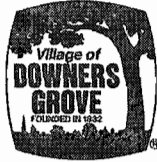
Should you have questions regarding the cross-connection control program or requirements, please contact BSI at 1-800-414-4990.

Sincerely,

Jody Hill, Director of Field Operations
BSI/Agent for VILLAGE OF DOWNERS GROVE

Enclosure

**Village of Downers Grove
Cross-connection Control Program
P.O. Box 246
Worth, IL 60482**



August 4, 2010

**THERESA H TARKA
VILLAGE OF DOWNERS GROVE
801 BURLINGTON AVENUE
DOWNERS GROVE, IL 60515**

RE: Cross-Connection Control Survey/Inspection Report
Water Account # VOG123 at DOWNERS GROVE PUBLIC WORKS, 5101 WALNUT AVE,
DOWNERS GROVE, IL

Dear Water System Customer:

The Cross-Connection Control Survey/Inspection of the above referenced facility, as required by State and local regulatory authority, has been completed. Enclosed is a copy of the report. The existing backflow prevention assembly(ies) meet all regulatory approval criteria at this time.

The assembly(ies) must pass annual certification by the due date(s) indicated. You will be notified by mail approximately thirty (30) days prior to the certification due date. A licensed and certified backflow prevention assembly tester must test and certify your backflow prevention assembly(ies). **Please ensure that the backflow tester sends a copy of the test/certification results to Backflow Solutions, Inc. (BSI), PO Box 246, Worth, Illinois 60482, within 7 days of completing the test. The certification results can be faxed to BSI at 1-888-414-4990.**

All customers should install hose-bib vacuum connections (Watts 8A or equivalent) on all unprotected threaded hose connections on their property. These relatively inexpensive devices are available from most plumbing supply businesses and will help protect the public water supply, as well as your internal plumbing system, from potential contamination.

Should you have questions regarding the cross-connection control program or requirements, please contact BSI at 1-800-414-4990.

Sincerely,

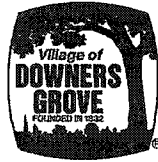
Jody Hill, Director of Field Operations
BSI/Agent for VILLAGE OF DOWNERS GROVE

Enclosure

File:\Illinois Survey - In Compliance

Exhibit E
Inspection Cover Letter
No Cross-connections Found

**Village of Downers Grove
Cross-connection Control Program
P.O. Box 246
Worth, IL 60482**



August 4, 2010

THERESA H TARKA
VILLAGE OF DOWNERS GROVE
801 BURLINGTON AVENUE
DOWNERS GROVE, IL 60515

RE: Cross-Connection Control Survey Report

Water Account # VOG123 at DOWNERS GROVE PUBLIC WORKS, 5101 WALNUT AVE,
DOWNERS GROVE, IL

Dear Water System Customer:

The Cross-Connection Control Survey of the above referenced facility, as required by State and local regulatory authority, has been completed. **There were NO unprotected cross-connections found at this water service account that would require the installation of a backflow prevention assembly at this time.** However, if any changes are made to the plumbing system at this facility in the future, you are required to ensure that no new cross-connections are created.

All customers should install hose connection vacuum breakers (Watts 8A or equivalent) on all unprotected threaded hose connections on their property. These relatively inexpensive devices are available from most plumbing supply businesses and will help protect the public water supply, as well as your internal plumbing system, from potential contamination.

Should you have questions regarding the cross-connection control program or requirements, please contact Backflow Solutions, Inc. (BSI), PO Box 246, Worth, Illinois 60482 or call at 1-800-414-4990.

Sincerely,

Jody Hill, Director of Field Operations
BSI/Agent for VILLAGE OF DOWNERS GROVE

Enclosure

File:\Survey Complete-No Assembly Req

Required Bid Documents

Village of Downers Grove

RFP-0-24-2010/tt

